

# **Rights of Occupants Living in a Motel, Hotel, or Roominghouse**



**Legal Services of Greater Miami, Inc.**

**Tenants' Rights Project**

## **WHAT IS “TRANSIENT” OCCUPANCY?**

Transient occupancy occurs when it is a person’s intention to occupy a unit on a temporary basis, normally less than 30 days.

It is assumed the occupancy is transient when the unit is not the sole residence of the guest. For example, if you already have a permanent address and you decide to rent a hotel room for a week, then you are presumed to be a transient occupant.

## **RIGHTS OF A TRANSIENT OCCUPANT**

If you are a transient occupant, you have the right to stay in the unit as long as you pay the rental charges. Under Florida Statute § 509.401, the motel or hotel can recover possession of the unit if the occupant accumulates a large outstanding balance. This means that a hotel can lock you out for non-payment, without having to go to Court. At all times during the lockout, the hotel must allow you to get any personal items that are essential to your health. Once you have paid, the hotel must give you unrestricted access to the unit.

Under Florida Statutes § 509.141 and 509.142, a hotel may refuse occupancy or seek removal of an occupant for any reason EXCEPT for those based on race, creed, color, sex, physical disability, or national origin. Any occupant who remains or attempts to remain in a transient establishment after being requested to leave is guilty of a misdemeanor of the second degree and can be arrested.

## **WHAT IS “NON-TRANSIENT” OCCUPANCY?**

Non-transient occupancy occurs when it is a person’s intention to occupy a unit on a permanent basis, normally more than 30 days.

It is assumed that, when the unit occupied is the sole residence of the guest, the occupancy is non-transient. For example, if you intend to stay at a hotel and have nowhere else to live, then you are presumed to be a non-transient occupant.

## **RIGHTS OF A NON-TRANSIENT OCCUPANT**

Non-transient occupants are protected by Chapter 83, Part II of the Florida Landlord and Tenant Act. And unlike transient occupants, the establishment must file a proper eviction with the County Court and win in order to remove an occupant. However, many hotels, motels, and roominghouses do not follow this law and will treat you as a “transient hotel guest” and not a tenant.

The hotel cannot lock out an occupant, or turn off the electricity and water. Those are considered prohibited practices under Florida Statute § 83.67. However, if a hotel does those things anyway, an occupant can file a suit for three times the rent or your damages, whichever is greater, plus attorneys’ fees and costs, for each incident.

## **DISCRIMINATION**

If you feel that you have been discriminated against, you can file a discrimination complaint with the Florida Commission on Human Relations by calling 850-488-7082. The complaint must be received within 365 days of the discrimination.

For more information, go to: [http://fchr.state.fl.us/complaints\\_1/public\\_accommodations](http://fchr.state.fl.us/complaints_1/public_accommodations).